tenant is fully protected under this apportionment, for an investment by the trustee in a non-dividend paying stock is certainly a breach of trust. See *Jordan* v. *Jordan*, 192 Mass. 337, 345, 78 N. E. 459, 461; *Kinmonth* v. *Brigham*, 5 Allen (Mass.) 270, 278. In such case, besides his action against the trustee, the life tenant should be permitted a lien for interest at the market rate on any profit gained by resale of this stock.

WAR — PARTNERSHIP — ALIEN ENEMY PARTNERS — CONDEMNATION OF CAPTURED PARTNERSHIP PROPERTY. — A partnership composed of four partners, two Germans both of German domicile, and two Englishmen resident in Shanghai, was registered at the German consulate in Shanghai as a German firm. A cargo belonging to the partnership was captured. *Held*, that the shares of the German partners be condemned, and those of the English partners be restored. *The Eumaeus*, 51 L. J. 7 (Adm. Ct.).

The important consideration in determining liability to condemnation as enemy cargo, is the trade domicile of the owner of the goods. See *The Gerasimo*, 11 Moore P. C. 88, 96; *Janson* v. *Driefontein Consolidated Mines, Ltd.*, [1902] A. C. 484, 505. Consequently the property of a neutral or friend, having a trade domicile in a hostile country, is confiscable. *The Venus*, 8 Cranch. (U. S.) 253; *The Baltica*, Spinks P. C. 264. *Cf. O'Mealey* v. *Wilson*, 1 Camp. 482. Conversely, the property of an alien enemy having a trade domicile outside the hostile country is not subject to condemnation. *The Portland*, 3 C. Rob. 41. In the case of a firm it is submitted that under any theory of partnership the individual trade domiciles of the partners must govern condemnation. For at common law, even in the absence of the usual statutes, it is forbidden to make contracts with alien enemies, and antebellum contracts of this sort, if executory, are dissolved by the declaration of war. *The Hoop*, 1 C. Rob. 196; *Potts* v. *Bell*, 8 T. R. 548. See *Clemontson* v. *Blessig*, 11 Ex. 135, 141 n. Since a partnership is based on an executory contract, it is at once dissolved. *Griswold* v. *Waddington*, 15 John. (N. Y.) 57, 16 *id.*, 438. Hence its members must be treated separately. But to determine the proportion properly confiscable presents a difficult problem. Until the partnership has been wound up and its accounts settled, each partner really has nothing but a right against the firm for the portion of the surplus which may be found to be due him. Of course, this may not bear any relation to their respective shares in the capital. But it is beyond the power of the prize court to determine this, and any attempt to do so would seriously hinder an effective administration of prize law. Hence the principal case is amply justified by expediency in following the old common law conception of the partners as tenants in common of partnership personalty, to the extent of their shares in the enterprise.

WILLS — EXECUTION — ATTESTING WITNESSES — STOCKHOLDERS OF A CORPORATE EXECUTOR. — An Illinois statute provides that, if one of the necessary subscribing witnesses to a will is given a beneficial interest in the will, the interest shall be void, but the witness shall testify as to the rest of the will. (1913, HURD'S REV. ST. c. 148, § 8.) A corporation was made the executor of a will. A stockholder and director of the corporation was a necessary subscribing witness. *Held*, that the stockholder is a valid witness and that the corporation is disqualified as executor. *Scott* v. *Couch*, 111 N. E. 272 (Ill.).

In most jurisdictions an executor is considered a valid subscribing witness to a will. *Rucker* v. *Lambdin*, 20 Miss. 230. See *Cochran* v. *Brown*, 76 N. H. 9, 10, 78 Atl. 1072, 1073. See 22 HARV. L. REV. 616. *A fortiori* the witness in the principal case would be competent and the whole will valid. But in Illinois, aside from the statute, an executor is considered sufficiently interested to be incompetent. *Jones* v. *Grieser*, 238 Ill. 183, 87 N. E. 295. So is a witness who has a contract with the executor for a part of his commissions. *Smith* v. *Goodell*,

258 Ill. 183, 101 N. E. 255. Since a stockholder of a corporate executor has a contract right in the profits of the executor, it is natural that he should be considered incompetent. But the purpose of statutes like that in the principal case is to prevent the interest of a witness from invalidating a will; and it would seem better to hold it applicable to all witnesses formerly disqualified by interest. See *Jones* v. *Grieser*, 238 Ill. 183, 188, 87 N. E. 295, 296; *Winslow* v. *Kimball*, 25 Me. 493, 495. But some states seem to consider the statutes applicable only where the interest of the witness comes directly from the will. So a witness who is spouse of a legatee has not been allowed to testify. *Fisher* v. *Spence*, 150 Ill. 253, 37 N. E. 314; *Sullivan* v. *Sullivan*, 106 Mass. 474. And in Illinois the statute has been held not to make competent a witness who has a subsisting contractual right to the profits of the executor of a will. *Smith* v. *Goodell*, *supra*. According to these cases it would seem that the stockholder in the principal case, being only a debtor of the executor, would have only an indirect interest in the will, and would not be made a valid witness by the statute.

BOOK REVIEWS

THE NEUTRALITY OF BELGIUM. By Alexander Fuehr. New York: Funk and Wagnalls Co. 1915. pp. x, 1–248.

BELGIUM NEUTRAL AND LOYAL. By Emile Waxweiler. New York: G. P. Putnam's Sons. 1915. pp. xi, 1–324.

These two are among the better of those books presented to show the national point of view in regard to the neutrality of Belgium. The first shows the German attitude and the second presents the Belgian point of view. Dr. Fuehr purports to "take as his task only to investigate Germany's case with regard to" the invasion of Belgium. In the first part of the book he presents what is now a well-known history of Belgium's neutrality down to August, 1914. In the second part the legal aspects of Belgium's neutrality are considered. There are in this book many statements for which at present absolute verification seems not to be available; and in the two books identical documents receive opposite interpretation. There is also a tendency to cite only those documents which support the German theory. He even maintains that "taking into consideration fundamental political changes wrought by events since 1870" the guarantee of Belgium's neutrality could not be held to be valid at the outbreak of the present war because of the implied condition in negotiation of treaties, *rebus sic stantibus*. Referring to the agreement of 1870 between Great Britain and France and between Great Britain and Prussia that Great Britain would act on the side of one or the other of these powers against one or the other which might violate the neutrality of Belgium, Dr. Fuehr states that this agreement of Great Britain constitutes "an affirmation that England did not then consider the treaties of 1839 as binding." He cites statements of a military attaché as offsetting those officially made by a minister of foreign affairs. In mentioning the German demand for the privilege of passing over Belgian territory, he says, after referring to the passage of French troops through Prussia in 1805, "in a similar manner, King Albert of the Belgians might have acted in 1914, following the example set by his grandfather, who, in a situation far more painful to Belgian pride, declared to the powers in 1831 that he 'yielded to the imperious law of necessity.'" Dr. Fuehr also says that the fact that perpetual neutrality failed to afford Belgium adequate protection was not necessarily due to any fault of International Law but to the abuse of it. He